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7 Attorneys for Defendant
 FORD MOTOR COMPANY

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10

11 DAX PIERSON

12 Plaintiff,

13 vs.

14 FORD MOTOR COMPANY

15 Defendant,
 16

) Case No.: C-06-06503 PJH

) **STIPULATED PROTECTIVE ORDER RE**
) **DOCUMENTS AND INFORMATION**
) **PRODUCED BY FORD MOTOR**
) **COMPANY (NON-SHARING)**

17 IT IS HEREBY STIPULATED AND AGREED, by and between DANIEL DELL'OSSO of
 18 the LAW OFFICES OF THOMAS J. BRANDI, attorneys for Plaintiff DAX PIERSON ("Plaintiff"),
 19 and H. GRANT LAW, of SHOOK HARDY & BACON L.L.P., attorneys for Defendant FORD
 20 MOTOR COMPANY ("Ford"), that in order to facilitate discovery in the above entitled action,
 21 wherein Plaintiff seeks to obtain, inspect and copy documents and/or things which Ford contends
 22 contains proprietary, trade secret and other confidential information of Ford, the following
 23 Stipulation and Protective Order shall be submitted to the Court.

24 1. Documents to be produced by Ford in this litigation, which contain confidential
 25 information, shall hereafter be referred to "Protected Documents." When used in this Order, the
 26 word "documents" means all written material, videotapes and all other tangible items, whether
 27 produced as hard copy, computer diskette, CD-ROM or otherwise. Except as otherwise indicated
 28 below, documents designated by Ford as "Subject to a Non-Sharing Protective Order" or a similar

STIPULATED PROTECTIVE ORDER
 RE DOCS AND INFORMATION PRODUCED BY FORD
 CASE NO. C-06-06503 PJH

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1 designation, which are produced or delivered by Ford to any party and/or each party's respective
2 attorneys, consultants, agents, or experts in this action shall be Protected Documents and given
3 confidential treatment as described below. Ford will visibly mark all confidential material
4 "Subject to a Non-Sharing Protective Order".

5 2. The documents which Ford shall designate as "Produced By Ford Subject To
6 Protective Order" or "Confidential Information" will be those documents that Ford contends
7 constitute trade secret, proprietary or confidential business (hereinafter, "Confidential
8 Information"). Confidential Information shall include information about the business, products,
9 practices or procedures of Ford and its agents which, in the ordinary course of business, is not
10 voluntarily disclosed to the public, and is not voluntarily disclosed to third persons or entities who
11 do not have a need to know. This information includes confidential and proprietary information,
12 and documents or things which concern, reflect, embody or constitute the foregoing and may
13 include, but shall not be limited to, correspondence, memoranda, notes, deposition transcripts and
14 exhibits, plans, specifications, blueprints, drawings, test reports, test procedures and test manuals.

15 3. The burden of proving that a Protected Document contains confidential technical
16 information is on Ford. Prior to designating any material as "Confidential," Ford must make a
17 bona fide determination that the material is, in fact, a trade secret, confidential technical
18 information or other commercially sensitive information, the dissemination of which would
19 damage Ford's competitive position. If a party disagrees with the "Confidential" designation of
20 any document, the party will so notify Ford in writing, to allow Ford to take further appropriate
21 action. If it believes the materials in question to have been appropriately designated as
22 confidential, Ford shall then, within 30 days, move for a determination by the Court that the
23 materials in question are to be treated as confidential. Any such motion shall be set at the first
24 available mutually convenient hearing date. Any item(s) in dispute shall continue to be treated as
25 confidential and subject to this protective order until such time as the Court issues its ruling.

26 4. All documents that are designated "Produced By Ford Subject To Protective Order"
27 or "Confidential Information" shall be accorded such confidential status until such time as the
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1 parties formally agree in writing to the contrary or determination is made by the Court as to such
2 status.

3 5. Protected Documents and any copies thereof received pursuant to paragraph 6
4 below shall be maintained confidential by the receiving party, his/her attorney, other
5 representatives, and expert witnesses, and shall be used only for preparation for the trial of this
6 matter, subject to the limitations set forth herein.

7 6. Both the Protected Documents and the information contained therein shall be
8 treated as confidential. Except upon the prior written consent of Ford or upon order of this Court,
9 the Protected Documents or information contained therein may be shown, disseminated, or
10 disclosed only to the following persons:

11 (a) Counsel of record for the parties in this case, including other members of counsel's
12 law firm and any other counsel associated to assist in the preparation or trial of this case;

13 (b) Employees of counsel for each party in this case or of associated counsel, who assist
14 in the preparation or trial of this case;

15 (c) Experts and non-attorney consultants retained by the parties for the preparation or
16 trial of this case, provided that no disclosure shall be made to any expert or consultant who is
17 employed by a competitor of Ford; and

18 (d) The Court, the Court's staff, witnesses, and the jury in this case.

19 7. Plaintiff/Plaintiff's Counsel must make reasonable efforts to insure the individuals
20 described in paragraphs 6(b) and 6(c) above are "Qualified Persons" and must provide to Ford
21 advance notice of the names of such "Qualified Persons" with whom the Protected Documents will
22 be shared.

23 8. Before receiving access to any Protected Document or the information contained
24 therein, each person described in paragraphs 6(b), 6(c) and 6(e) above shall execute a "Written
25 Assurance" in the form contained in Exhibit A, attached hereto. Plaintiff's Counsel shall retain each
26 such executed "Written Assurance" and shall keep a list identifying (a) all persons all persons
27 described in paragraphs 6(b), 6(c) and 6(e) above to whom Protected Documents have been
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1 disclosed, and (b) all Protected Documents disclosed to such persons. Each such executed written
2 assurance and list shall be submitted to counsel for Ford within seven (7) days of the disclosure of
3 Protected Documents under this Order and at the termination of this litigation.

4 9. As the Protected Documents may only be distributed to "Qualified Persons,"
5 Plaintiff/Plaintiff's Counsel, and all persons described in paragraph 6 above, may not post Protected
6 Documents on any website or internet accessible document repository.

7 10. To the extent that Protected Documents or information obtained therefrom are used in
8 the taking of depositions and/or used as exhibits at trial, such documents or information shall remain
9 subject to the provisions of this Order, along with the transcript pages of the deposition testimony
10 and/or trial testimony dealing with the Protected Documents or information.

11 11. Any party wishing to file any Protected Document or any portion of any Protected
12 Document with the Court shall file such Protected Document or portion thereof under seal. Such
13 filing shall be done in compliance with Civ. L.R. 79-5. To that extent, documents will be filed
14 under seal pursuant to court order authorizing the same. A party seeking to file any Protected
15 Document or any portion of any Protected Document under seal will (1) file and serve an
16 Administrative Motion to File Under Seal in compliance with Civ. L. R. 7-11 with the appropriate
17 declaration, (2) prepare a proposed order sealing such document or portion of document and (3) file
18 the document with the Clerk in the manner designated in Civ. L.R 79-5(b)(3) and (4) or Civ. L.R 79-
19 5(c)(3), (4) and (5).

20 12. Any court reporter or transcriber who reports or transcribes testimony in this action
21 shall agree that all "confidential" information designated as such under this Order shall remain
22 "confidential" and shall not be disclosed by them, except pursuant to the terms of this Order, and
23 that any notes or transcriptions of such testimony (and any accompanying exhibits) will be retained
24 by the reporter or delivered to counsel of record.

25 13. Ford agrees not to challenge plaintiff's use at trial of any of the Confidential
26 Documents on the grounds of lack of authenticity pursuant to the Federal Rules of Evidence 901(a).
27 Ford specifically reserves the right to challenge the admissibility into evidence at trial of any of the
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1 Confidential Documents, on any other grounds, including, but not limited to, relevance. Plaintiff
2 acknowledges that this paragraph 13 is the result of arm's length negotiations between the parties
3 specifically for this case and shall not be used as an admission or waiver against Ford in any other
4 case.

5 14. Within ninety (90) days after the conclusion of this case, counsel for the parties who
6 received Protected Documents shall either (a) return to Ford the Protected Documents, including any
7 documents which any such party disclosed to any person described in paragraphs 6(b) and 6(c)
8 above, or (b) securely destroy the Protected Documents, including any documents which any such
9 party disclosed to any person described in paragraphs 6(b) and 6(c) above, and certify such
10 destruction to Ford.

11 15. Inadvertent or unintentional production of documents or information containing
12 information which should have been designated as "confidential" shall not be deemed a waiver in
13 whole or in part of the party's claims of confidentiality.

14 16. This Protective Order may not be waived, modified, abandoned or terminated, in
15 whole or part, except by an instrument in writing signed by the parties. If any provision of this
16 Protective Order shall be held invalid for any reason whatsoever, the remaining provisions shall not
17 be affected thereby.

18 17. This Protective Order shall be binding upon the parties hereto, upon their attorneys,
19 and upon the parties' and their attorneys' successors, executors, personal representatives,
20 administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents,
21 independent contractors, or other persons or organizations over which they have control.

22 18. All persons described in paragraph 6 above shall not under any circumstance sell,
23 offer for sale, advertise, or publicize either the Protected Documents and the Confidential
24 information contained therein or the fact that such persons have obtained Ford's Protected
25 Documents and Confidential information.

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1 **AGREED AND APPROVED:**

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3 DATED: 12-28-, 2007

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9 DATED: 12-07, 2007

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14 So Ordered, this 3rd day of January, 2008

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SHOOK, HARDY & BACON, L.L.P.

By: [Signature]

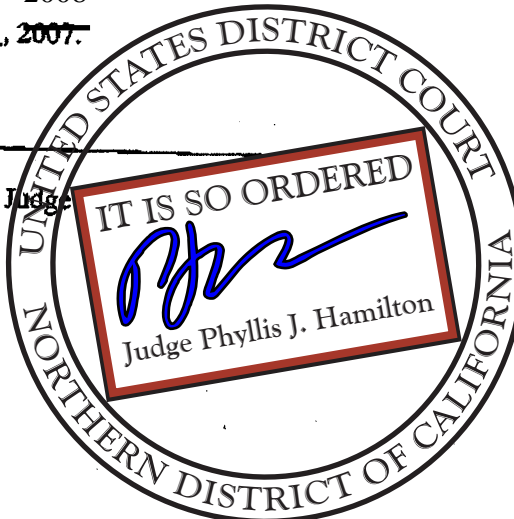
H. GRANT LAW
SARA TROPEA
AMIR NASSIHI
Attorneys for Defendant
Ford Motor Company

LAW OFFICES OF THOMAS J. BRANDI

By: [Signature]

DANIEL DELL'OSSO
Attorney for Plaintiff
Dax Pierson

Presiding Judge



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EXHIBIT A

AFFIDAVIT OF _____, being duly sworn and personally appearing before the undersigned attesting officer, duly authorized by law to administer oaths, deposes and says that the within statements are true and correct:

1.

I have read the Stipulated Non-Sharing Protective Order attached hereto and I understand its terms and meanings.

2.

I agree that my signature below submits me to the jurisdiction of the [Jurisdiction Location] in which the action of Pierson v. Ford Motor Company, Case No. C-06-06503 PJH, is pending, and binds me to the provisions of the Stipulated Protective Order, including to all promises undertaken in the Order, as if originally agreed by me.

Further Affiant sayeth not.

This __ day of _____, ____.

AFFIANT

SUBSCRIBED AND SWORN to before me
this __ day of _____, ____.

NOTARY PUBLIC

My Commission Expires:

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STIPULATED PROTECTIVE ORDER
RE DOCS AND INFORMATION PRODUCED BY FORD
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